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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE
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10 JAMES WILLETT,

11 Plaintiff,

12 v.

13 VELOCITY ON-SITE, LLC, and CHARLES
14 RAMSEY,

15 Defendants.
16

Case No. C17-1239RSL

ORDER DENYING
MOTION TO DISMISS

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18 This matter comes before the Court on defendant Charles Ramsey's "Motion to
19 Dismiss, to Declare Null the Promissory Note, Unconstitutional and Counterclaim." Dkt.
20 # 6. Defendant's motion is construed by the Court as both a motion to dismiss per Fed. R.
21 Civ. P. 12(b)(7) and a motion for summary judgment per Fed. R. Civ. P. 56. Having
22 reviewed the complaint, the memoranda, and exhibits submitted by the parties, the Court
23 DENIES defendant's motion.
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After failing to make the first interest payment due on February 5, 2017, defendants were sent a notice of default. Per the terms of the note, plaintiff now seeks to accelerate the payment process and asks for all monies owed to him, which totals \$106,606.85 plus interest.

Defendant's motion may be summarized as follows: 1) he argues that the complaint should be dismissed for failure to join his wife, Cinnamon Ramsey; 2) he argues that RCW 19.36.010 is unconstitutional; and 3) he argues that the complaint

ORDER DENYING
MOTION TO DISMISS - 2

1 should be dismissed because plaintiff breached the terms of the contract. Each of
2 defendant's arguments is addressed below.
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4 **A. Failure to join**

5 Defendant argues that dismissal is proper because plaintiff did not also name
6 Cinnamon Ramsey, Charles Ramsey's wife, as a defendant. Therefore, according to
7 defendant, the Court "cannot accord complete relief among existing parties." Fed. R. Civ.
8 P. 19(a)(1)(A). The Court disagrees. Regardless of whether Cinnamon Ramsey is a
9 named defendant, the Court's ruling on the merits in the dispute between plaintiff Jim
10 Willett and defendants Charles Ramsey and Velocity On-Site will dispose of this case in
11 its entirety. If a judgment is entered in favor of plaintiff, Mrs. Ramsey's interest in the
12 marital community may limit the assets available to pay the judgment, but that does not
13 make her an indispensable party under Rule 19(a)(1).
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17 Despite defendant's protestations that the Court "needs to allow Cinnamon
18 Ramsey the right to be heard" (Dkt. # 6 at 4), it appears that Mrs. Ramsey's interests are
19 already being represented in this litigation. In his Answer (Dkt. # 5), defendant admits
20 that Cinnamon Ramsey is an owner/member of Velocity On-Site, which is a named
21 defendant represented by counsel. See Notice of Appearance, Dkt. # 4. Because the Court
22 finds that Cinnamon Ramsey is not a required party, and in any case her interests are
23 already being represented as part of Velocity On-Site, the Court DENIES defendant's
24 motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(7).
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1 **B. Constitutionality of RCW 19.36.010**

2 In his motion, defendant also challenges the constitutionality of Washington's
3 statute of frauds, RCW 19.36.010. Defendant argues that this law, which requires certain
4 contracts to be in writing, is unconstitutional "because it can be considered discrimination
5 in great amplitude to married women, as most often men are the ones that conduct
6 business as such[.]" Dkt. # 6 at 3.
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9 Defendant's argument is frivolous. In urging the Court to declare the statute
10 unconstitutional on the grounds of discrimination against married women, defendant
11 relies on sexist stereotypes about the roles of men and women in society. Defendant's
12 motion to declare RCW 19.36.010 unconstitutional is DENIED.
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14 **C. Plaintiff's alleged breach of contract**

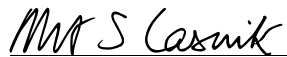
15 Finally, defendant asks the Court to dismiss the complaint because of plaintiff's
16 alleged breach of contract. Defendant asserts that plaintiff breached his contractual
17 obligations by failing to send certain quarterly reports and failing to mediate as required
18 under the note. Dkt. # 6 at 4-5. Because defendant addresses matters outside the
19 pleadings, the Court treats this argument as a Rule 56 summary judgment motion. See
20 Fed. R. Civ. P. 12(d). Defendant attached two emails showing that plaintiff did submit at
21 least two quarterly reports, but he has not otherwise offered any admissible evidence
22 showing that plaintiff violated the terms of the contract. Because defendant has failed to
23 adduce any evidence showing that there is "no genuine dispute as to any material fact"
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1 (Fed. R. Civ. P. 56(a)), defendant's motion for summary dismissal for plaintiff's alleged
2 breach of contract is DENIED.²
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4 **CONCLUSION**

5 For all of the foregoing reasons, defendant's motion (Dkt. # 6) is DENIED.
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7 Dated this 1st day of December, 2017.
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10 Robert S. Lasnik

11 United States District Judge
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26 ² Alternatively, defendant may have simply meant to amend his pleadings instead of moving for
27 summary judgment. Because the Court has a duty to construe *pro se* motions liberally (see
28 Bernhardt v. Los Angeles Cty., 339 F.3d 920, 925 (9th Cir. 2003)), defendant is GRANTED
leave to amend his pleadings to properly assert the alleged breach of contract as a defense or
counterclaim.